



FIRST AMERICAN

*First American Title Insurance Company
First American Title of Island County, Agent
32650 SR 20, Suite B102, Oak Harbor, WA
98277
Phn - (360) 675-2286
Fax - (360) 675-5640*

**ISLAND COUNTY TITLE UNIT
FAX (360) 675-5640**

**Title Officer: Bobbi M Allen
(360) 675-2286**

**To: Washington State Department of Transportation
P.O. Box 330310**

File No.: L61022

**Your Ref No.: XL4041/SR532, Davis Slough Bridge Replacement
Widening for Flood Prevention**

Seattle, WA 98133-9710

Attn: Zane T. VanKirk

Re: Property Address: 429 Frostad Road, Oak Harbor, WA 98277

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The General Exceptions and Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without Schedule A and Section I of II of Schedule B.

SCHEDULE A

1. Commitment Date: October 18, 2012 at 8:00 am

2. Policy or Policies to be issued:	AMOUNT	PREMIUM	TAX
General Schedule Rate			
Standard Owner's Policy(6-17-06)	\$15,000.00	\$300.00	\$26.10
Work Fee		\$300.00	\$26.10

Proposed Insured:
State of Washington

3. (A) The estate or interest in the land described in this Commitment is:

A fee simple.

(B) Title to said estate or interest at the date hereof is vested in:

V. C. Webster, presumptively subject to the community interest of Theresa Webster, his wife

4. The land referred to in this Commitment is described on the attached Schedule "C" and made a part hereof.

**SCHEDULE B
SECTION I
REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and /or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): **None**
- (F) Other: **None**
- (G) You must give us the following information:
 - 1. **Any off record leases, surveys, etc.**
 - 2. **Proper completion and submission of the enclosed Owner's Affidavit.**

**SCHEDULE B
SECTION I
GENERAL EXCEPTIONS**

PART ONE:

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- E. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B), or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for the value the escrow or interest or mortgage(s) thereon covered by this Commitment.

**SCHEDULE B
SECTION II
EXCEPTIONS**

PART TWO:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the office which issued this Commitment. Copies of the policy forms should be read.

1. **IMPORTANT NOTICE:** Due to budget constraints, the Island County Government Offices, including the Treasurer's office and the Auditor's (Recording) office, will be closed each Friday beginning on January 1, 2010.

2. Lien of any real estate excise tax upon any sale of property, if unpaid. As of the date herein, the excise tax rate for the subject property is .0178 (1.78%) plus a \$5.00 technology fee.

NOTE: There is now a \$5.00 processing fee plus a \$5.00 technology fee on each Real Estate Excise Tax Affidavit processed where there is no tax paid or where the tax would otherwise be less than \$5.00.

3. **GENERAL TAXES:**

Year:	2012
Amount Billed:	\$ 2,121.63
Amount Paid:	\$ 1,074.36
Tax Account No.:	R23317-425-0400/99850
Affects:	Subject Property and other lands

Said taxes will not become delinquent if paid on or before October 31st.

4. Any tax, fee, assessments or charges as may be levied by Diking District No 3.

5. Possible Easement or right-of-way for Dike located on subject property; the Island County Assessor's Map shows the Dike location, We were unable to locate any documents granting an easement or right-of-way for the dike.

6. Possible right-of-way for Dike Road along the West side of subject property; the Island County Assessor's Map show Dike Road as a County Road, we were unable to locate any conveyance documents to the County for Dike Road.

7. Right Title and Interest of the Doris Dykers and heirs and devisees of Lawrence H. Dykers, Deceased, disclosed as tax payor on subject property

8. Tax Payor:
Lawrence H. Dykers
C/O D. Wardenaar
4422 Road

9. The Vestee Herein Does not own any Contiguous Property.

10. For easements, restrictions or other exceptions, see Schedule "B-1", attached hereto.

SCHEDULE "B-1"

EXCEPTIONS:

A. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SURVEY:

Name:	Record of Survey
Recorded:	January 11, 2007
Auditor's No.:	4191507
Affects:	Portion of Subject Property and other lands

B. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SURVEY:

Name:	Record of Survey
Recorded:	December 3, 2009
Auditor's No.:	4264662
Affects:	Portion of Subject Property and other lands

C. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Puget Sound/Dugalla Bay/Saratoga Passage.

D.. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

E. Any question of the location of lateral boundaries and the seaward boundaries of the second class tidelands/shorelands described herein.

Schedule "C"
Legal Description

The land referred to in this report/policy is situated in the State of Washington, County of Island, and is described as follows:

That portion Government Lot 4, in Section 17, Township 33 North, Range 2 East of W.M.,

Lying Northerly of the following described line:

Beginning at the corner of Sections 7-8-17 and 18, Township 33 North, Range 2 East of W.M.; thence South 63°55' East 510 feet to the terminus of said line.

Except the East 850 feet of said Government Lot 4 as measured along the South boundary thereof.

Situate in County of Island, State of Washington.

INFORMATIONAL NOTES

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
FORMAT: Margins to be 3" on top, 1" on sides and bottom for first page of documents;
Margins to be 1" on top, sides and bottom of any subsequent pages;
Font size of 8 point or larger;
Paper size of not larger than 8 1/2 by 14";
No attachments on pages such as staples or taped Notary Seals;
Pressure seals must be smudged.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment of policy. It is furnished solely for the purpose of assisting in location the premises and First American expressly disclaims any liability which may result for reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.
Abbreviated Legal:
Section 17, Township 33 North, Range 2 East; Ptn. Gov't Lot 4
Parcel No.: **R23317-425-0400/99850**
- D. The legal description in this commitment is based on information provided with the application and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.
- E. The following deeds affecting the property herein described have been recorded within 24 months of the effective date of this commitment: **None**
- F. Recording procedures in Island County are unique because of the distance to the Courthouse. Our courier leaves after 12:00 noon the day of recording. All documents need to be in our office before 12:00 noon. Recording will be confirmed after 3 p.m. the day of recording. Recording clearance is generally available the following business morning.
- G. If a new Deed of Trust is to be recorded AND if one of the following companies is to be appointed Trustee, the correct name is Guardian Northwest Title Company OR First American Title Insurance Company, a California corporation, P.O. Box 727, Oak Harbor, WA 98277.
- H. All matters regarding extended coverage have been cleared for mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.
Property Address: **429 Frostad Road, Oak Harbor, WA 98277**
- I. We find no pertinent matters of record against the name(s) of the proposed insured.

Note: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and filed Schedule of the Company.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show an defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B – Section I

or

eliminate with our written consent any Exceptions shown in Schedule B – Section II

We shall not liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



FIRST AMERICAN

*First American Title Insurance Company
First American Title Insurance of Island
County, Agent
Post Office Box 727 32650 SR20 Suite
B102
Oak Harbor, WA 98277
Phn - (360) 675-2286
Fax - (360) 675-5640*

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have the right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, the First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with the Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

First American Title of Island County
32650 SR 20, SUITE B102
OAK HARBOR, WA 98277

Order # L61022

NOTICE: This sketch is furnished by First American Title Insurance Company, and its agents as a courtesy only. This sketch is not part of any commitment for title insurance or policy of title insurance. This sketch is furnished solely for the purpose of assisting in locating the premises, it does not purport to be a survey of the premises, to show all highways, to show all roads and/or easements affecting the subject premises. No reliance should be placed upon this sketch for dimensions of the premises. No liability is assumed by First American Title as to the correctness depicted herein. This map is not to scale.

